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**SURFACE TRANSPORTATION BOARD**

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.

SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

January 13, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Master Rail Car Lease Agreement, dated as of January 13, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement being filed with the Board under Recordation Number 28504.

The names and addresses of the parties to the enclosed document are:

Lessor: T&T Rail Services, Inc.  
c/o PO Box 246  
Rensselaer, NY 12144

Lessees: Georgia Recyclers, LLC  
c/o 355 N. Lathrop Ave.  
Savannah, GA 31415

Rensselaer Iron & Steel Inc.  
c/o PO Box 246  
Rensselaer, NY 12144

Section Chief  
January 13, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document is:

30 railcars numbered 6800 - 6829 (reporting marks to be recorded at a later date).

A short summary of the document to appear in the index is:

Master Rail Car Lease Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem  
Enclosures

JAN 13 '10 -10 45 AM

## MASTER RAIL CAR LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

This Agreement made effective this 13<sup>th</sup> day of January, 2010 by and between T & T Rail Services, Inc., a New York Corporation with a mailing address c/o P.O. Box 246, Rensselaer, New York 12144 (hereinafter referred to as the "Lessor") and Georgia Recyclers, LLC, a Georgia Limited Liability Company with a mailing address c/o 355 N. LATITROP AVE, SAVANNAH, GA. 31415 and Rensselaer Iron & Steel, Inc., a New York Corporation with a mailing address c/o P.O. Box 246, Rensselaer, New York, 12144 (hereinafter collectively referred to as the "Lessee" and individually referred to as "Georgia" and "Rensselaer"),

## WITNESSETH:

Whereas, the Lessor is the owner of Thirty (30) cubic foot rail cars as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Rail Cars"); and

Whereas, the Lessee desires to lease the Rail Cars in connection with the operation of the Lessee's business; and

Whereas, the Lessor desires to lease the Rail Cars to the Lessee upon the terms and conditions set forth herein, for which it is the purpose of this Agreement to provide.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

## I. EQUIPMENT SPECIFICATIONS

1.1. The Lessor does hereby agree to lease to the Lessee, and the Lessee does hereby agree to rent from the Lessor, upon the terms hereinafter stated, the Rail Cars.

2000-2001

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2000-2001

1.2. The Lessor is leasing the Rail Cars to the Lessee "AS IS," with no warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, or for quality of the material of workmanship. The Lessee accepts the Rail Cars in their present condition, and represents to the Lessor that the Lessee has inspected the Rail Cars and is familiar with the condition of the same. The Lessor shall not be liable to the Lessee for any personal injury, loss of business or other damage, nor shall the Lessor be responsible for the loss or destruction of property occasioned by mechanical defects or deficiencies or other cause relating to the Rail Cars.

## **II. TERM**

The term of this Lease shall be for a period running from the date hereof until that date which is Ten (10) years subsequent hereto (the "Initial Term"). Upon expiration of the Initial Term, and provided that the Lessee is not in default hereunder, the Lessee shall have the option to renew this Lease for Two (2) additional Five (5) year terms with respect to the Rail Cars (hereinafter referred to as the "Renewal Terms"). The Lessee shall have the right to exercise the option to renew by delivering written notice of the Lessee's exercise of such option to the Lessor not less than Ninety (90) days prior to the expiration of the Initial Term. Failure to so exercise the Lessee's option in the manner set forth above shall render the Lessee's option to renew null and void, unless otherwise agreed upon by the Lessor. If either one of Georgia or Rensselaer does not agree to exercise the option to renew under the Renewal Terms, the Lessee shall be deemed not to have exercised its option for the Renewal Terms.

## **III. RENT**

During the Initial Term of this Lease, the Lessee shall pay to the Lessor monthly rental payments of Thirty One Thousand Five Hundred Thirty-Seven and 00/100 Dollars (\$31,537.00),

payable in advance commencing on the date hereof and on the first day of each month thereafter. The Lessor and the Lessee shall mutually agree upon rent to be paid for the Renewal Terms and, in the event the parties are unable to agree upon rent to be paid during the Renewal Terms, the Lessee shall be deemed not to have exercised its option(s) to renew. Both parties agree to negotiate in good faith in connection with monthly rental payments for the Renewal Terms. Rent for any portion of a month shall be prorated based upon the number of days in the month at issue. Rent shall be allocated between Georgia and Rensselaer as they mutually agree, but nothing herein shall be deemed to nullify or limit the joint and several liability of Georgia and Rensselaer under Article VIII, Section 8.9 below.

#### **IV. MAINTENANCE AND REPAIRS**

4.1. The Lessee hereby covenants to maintain and repair the Rail Cars at the Lessee's sole cost and expense, said Rail Cars to be maintained in as good condition, appearance and running order as when originally delivered to the Lessee, reasonable wear and tear excepted.

4.2. Without limiting the Lessee's responsibility under Section 4.1 above, maintenance shall include any and all oil, lubricants, fuel, and other operating supplies and accessories necessary for the proper and efficient operation of the Rail Cars. The term "repair" shall include all labor and parts which the manufacturer recommends or which are necessary for such Rail Cars and to maintain the same in proper running order.

4.3. Failure of the Lessee to repair and maintain the Rail Cars as provided herein shall constitute a default under this Agreement, and the Lessor may exercise its rights to terminate this Agreement pursuant to the provisions of Article VII hereof. In addition to any other remedy which the Lessor may have under said Article VII, the Lessee hereby agrees to pay the Lessor the full cost of restoring the Rail Cars to their original condition when delivered to the Lessee,

reasonable wear and tear excepted. Maintenance and repairs to any particular Rail Car shall be allocated between Georgia and Rensselaer as they mutually agree, but nothing herein shall be deemed to nullify or limit the joint and several liability of Georgia and Rensselaer under Article VIII, Section 8.9 below.

## **V. OPERATION**

5.1. When necessary, the Lessor shall cause the Rail Cars to be registered in the Lessor's name, but fees or taxes incurred shall be paid by the Lessee. The Lessee shall cooperate with the Lessor in obtaining proper registrations and license(s), if required. Costs, fees, or taxes shall be divided between Georgia and Rensselaer as they mutually agree, but nothing herein shall be deemed to nullify or limit the joint and several liability of Georgia and Rensselaer under Article VIII, Section 8.9 below.

5.2. The Lessee agrees to cause the Rail Cars to be used and operated only by safe, careful, properly trained persons who shall be employees or agents of the Lessee, paid by and subject to the Lessee's exclusive direction and control. If any person using or operating the Rail Cars with the Lessee's permission converts or otherwise willfully damages or disposes of the Rail Cars, or any part thereof, or causes damage to the Rail Cars or injury to any person while engaged in any improper use of the Rail Cars or while under the influence of intoxicating liquors or controlled drugs, the Lessee shall reimburse the Lessor for any damage or loss sustained to the Rail Cars or by the Lessor as a result.

5.3. The Lessee shall not use or permit others to use the Rail Cars for illegal purposes, nor use or permit others to use the Rail Cars outside of the United States, without the consent of the Lessor.

5.4. The Lessee hereby agrees to indemnify and hold the Lessor harmless from all claims, expenses or liability (except as may otherwise be covered by insurance as hereinafter provided) incurred in connection with or arising out of the location, use or operation of the Rail Cars, including but not limited to fines, forfeitures or penalties.

5.5. The Lessor is not responsible for any losses or injuries to the Lessee, its employees or agents, or to any third parties caused by use of the Rail Cars. The Lessee agrees to indemnify the Lessor from any and all liability relating thereto including, but not limited to, any liabilities that may arise from patent or latent defects in the Rail Cars, any claims based on strict tort liability, or any liability to the manufacturer or supplier.

## **VI. INSURANCE**

The Lessee shall provide at its own cost comprehensive insurance coverage against fire, theft or other casualty, liability, and collision, resulting in damage to or loss of the Rail Cars in such amounts and issued by such carriers as the Lessor shall deem satisfactory. To the extent damage to the Rail Cars is covered by insurance, the Lessor hereby agrees to waive any claim it may have against the Lessee but only if such waiver of subrogation is permitted by the policy of insurance obtained by the Lessee. It is expressly agreed, however, that in the event of fire, theft, or other damage, loss or destruction to the Rail Cars not covered by insurance, the Lessee shall be fully responsible for the same and any such damage shall be paid to the Lessor by the Lessee. If the Lessee does not provide the Lessor with a certificate of insurance evidencing the insurance required, the Lessor may, but shall have no obligation to, obtain insurance and add the amount thereof to the monthly rental payments to be paid by the Lessee. Any and all costs of insurance shall be divided between Gcorgia and Rensselaer as they mutually agree, but nothing herein shall



be deemed to nullify or limit the joint and several liability of Georgia and Rensselaer under Article VIII, Section 8.9 below.

## **VII. TERMINATION**

If the Lessee shall neglect or fail to pay rent when due, or if the Lessee shall neglect or fail to perform or observe any of its other obligations herein for a period of Fourteen (14) days after written notice from the Lessor describing the nature of the default, or in the case of a default or contingency which cannot be cured within said Fourteen (14) day period, if the Lessee shall neglect or fail to commence to cure the same within said Fourteen (14) day period, and thereafter to proceed with all due diligence to cure the same within a reasonable time; or if the Lessee shall be adjudicated bankrupt or insolvent according to law no appeal shall be taken from such finding by the Lessee, or if such appeal shall be taken and not prosecuted diligently, or if the Lessee shall make an assignment of its property for the benefit of creditors, or if a receiver, trustee, or other similar officer shall be appointed to take charge of all or any portion of the Lessee's property and he/she is not removed within Thirty (30) days, or if the Lessee shall file a petition under any bankruptcy law, and the same shall not be dismissed within Thirty (30) days, then and in any of said cases (notwithstanding any license of any form of breach of covenant or waiver of the benefit thereof or consent in the former instance), the Lessor may lawfully, without further notice or demand, repossess the Rail Cars and expel the Lessee (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which otherwise may be used for arrears of rent for breach of covenant, and upon entry as aforesaid, this Lease shall terminate.

Notwithstanding anything elsewhere set forth herein, no expiration or termination of this Lease shall relieve the Lessee of its liabilities and obligations under this Lease, whether or not

the Rail Cars shall be relet, and the Lessee covenants and agrees that in the event of such expiration or termination, it will be liable to the Lessor for the difference between the rental stipulated in the Lease and such rental, if any, as may actually be received by the Lessor upon a reletting.

The Lessee further agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Lessor in any legal proceeding arising from or connected with the enforcement or exercise of the remedies available to the Lessor upon a default hereunder by the Lessee.

The occurrence of a default by either Georgia or Rensselaer shall be deemed to be a default by the Lessee hereunder.

#### **VIII. MISCELLANEOUS**

8.1. If the Lessee shall pay the rent in accordance with the provisions of this Lease, and if the Lessee shall observe all of the other covenants, terms, and conditions of this Lease, the Lessor shall warrant and defend the Lessee to such peaceful and quiet enjoyment of the Rail Cars against all persons claiming by, through, or under the Lessor.

8.2. The Lessee shall not assign this Lease nor shall sublet the Rail Cars without the prior written consent of the Lessor. Any assignment or consent to assigning or subletting by the Lessor shall not relieve the Lessee from any of its duties and obligations under the terms and provisions of this Lease. The Lessor shall have the right to assign this lease to any third party, provided that the assignee agrees to attorn to the Lessee and recognize the Lessee as the assignee's tenant pursuant to the terms of this Lease.

8.3. In the event that the Lessee fails to pay any rental amount within Seven (7) days of the date when due, the Lessor shall have the right to impose a late charge of Five Percent (5%)

of the rental payment not timely made; **Provided, However,** that the imposition of such a late charge by the Lessor shall not constitute a waiver of the Lessee's default by the Lessor or otherwise prevent the Lessor from pursuing any other remedies available to the Lessor under this Lease.

8.4. All notices required to be given hereunder shall be by certified mail, return receipt requested, addressed to the other party at the following addresses:

If to Lessor:	T & T Rail Services, Inc. P.O. Box 246 Rensselaer, New York 12144
If to Lessee:	Georgia Recyclers, LLC <u>355 N. LATHROP AVE</u> <u>SAVANNAH, GA 31415</u>  Rensselaer Iron & Steel, Inc. P.O. Box 246 Rensselaer, New York, 12144

8.5. This Agreement, together with Exhibit "A" attached hereto, constitutes the full, complete and entire Agreement between the Lessor and the Lessee. The parties agree that there are no oral agreements or understandings affecting this Agreement and that this Agreement may not be amended or modified except in writing signed by each of the parties.

8.6. The Lessor's failure to strictly enforce any provision of this Agreement shall not be construed as a waiver thereof.

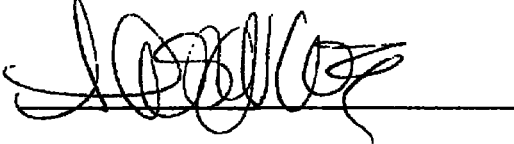
8.7. This Lease Agreement was entered into in the State of Maine and its provisions shall be construed under the laws of the State of Maine.

8.8. This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors, and assigns.

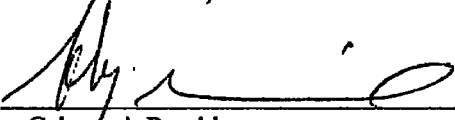
8.9. Notwithstanding the division of expenses set forth herein between Georgia and Rensselaer, the obligations set forth in this Lease shall constitute the joint and several liability of Georgia and Rensselaer, and the Lessor shall have the right to pursue either one or both of Georgia and/or Rensselaer for payment or performance hereunder without the need to pursue both.

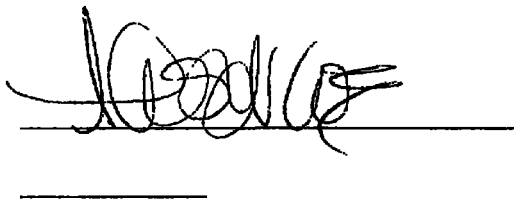
In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the date and year first above written.

Witness:

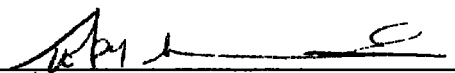


T & T Rail Services, Inc.

By:   
Toby Grimm, President



Georgia Recyclers, LLC

By:   
Toby Grimm, Its Managing member

\_\_\_\_\_  
\_\_\_\_\_

Rensselaer Iron & Steel, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, Its

8.9. Notwithstanding the division of expenses set forth herein between Georgia and Rensselaer, the obligations set forth in this Lease shall constitute the joint and several liability of Georgia and Rensselaer, and the Lessor shall have the right to pursue either one or both of Georgia and/or Rensselaer for payment or performance hereunder without the need to pursue both.


In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the date and year first above written.

Witness:

**T & T Rail Services, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Toby Grimmel, President

 \_\_\_\_\_

**Georgia Recyclers, LLC**

By:  \_\_\_\_\_  
\_\_\_\_\_, Its

\_\_\_\_\_

**Rensselaer Iron & Steel, Inc.**

 \_\_\_\_\_

By:  \_\_\_\_\_  
\_\_\_\_\_, Its

\_\_\_\_\_

## **EXHIBIT "A"**

### **Rail Cars**

- |  |  |
|--|--|
| 1. Cubic Foot Rail Car, Rail No. 6800  | 21. Cubic Foot Rail Car, Rail No. 6820 |
| 2. Cubic Foot Rail Car, Rail No. 6801  | 22. Cubic Foot Rail Car, Rail No. 6821 |
| 3. Cubic Foot Rail Car, Rail No. 6802  | 23. Cubic Foot Rail Car, Rail No. 6822 |
| 4. Cubic Foot Rail Car, Rail No. 6803  | 24. Cubic Foot Rail Car, Rail No. 6823 |
| 5. Cubic Foot Rail Car, Rail No. 6804  | 25. Cubic Foot Rail Car, Rail No. 6824 |
| 6. Cubic Foot Rail Car, Rail No. 6805  | 26. Cubic Foot Rail Car, Rail No. 6825 |
| 7. Cubic Foot Rail Car, Rail No. 6806  | 27. Cubic Foot Rail Car, Rail No. 6826 |
| 8. Cubic Foot Rail Car, Rail No. 6807  | 28. Cubic Foot Rail Car, Rail No. 6827 |
| 9. Cubic Foot Rail Car, Rail No. 6808  | 29. Cubic Foot Rail Car, Rail No. 6828 |
| 10. Cubic Foot Rail Car, Rail No. 6809 | 30. Cubic Foot Rail Car, Rail No. 6829 |
| 11. Cubic Foot Rail Car, Rail No. 6810 |  |
| 12. Cubic Foot Rail Car, Rail No. 6811 |  |
| 13. Cubic Foot Rail Car, Rail No. 6812 |  |
| 14. Cubic Foot Rail Car, Rail No. 6813 |  |
| 15. Cubic Foot Rail Car, Rail No. 6814 |  |
| 16. Cubic Foot Rail Car, Rail No. 6815 |  |
| 17. Cubic Foot Rail Car, Rail No. 6816 |  |
| 18. Cubic Foot Rail Car, Rail No. 6817 |  |
| 19. Cubic Foot Rail Car, Rail No. 6818 |  |
| 20. Cubic Foot Rail Car, Rail No. 6819 |  |

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

1/13/2010



\_\_\_\_\_  
Robert W. Alvord